Bruhat Bengaluru Mahanagara Palike

SHORT TERM TENDER NOTIFICATION

Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike

Through e-procurement portal

July - 2023

O/o Executive Engineer-3, SWM,
Dasappa Hospital Premises
N.R Road, Bengaluru-560002

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SECTION I: INVITATION FOR TENDERS (IFT)

BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the, Executive Engineer-3, Solid Waste Management, Dasappa hospital compound, N.R Road, Bengaluru560 002.

No: EE-3/ SWM/ TEND/ 09/ 2022-23 /CALL-3 Dated: 12.07.2023

3rd CALL

Short Term Tender Notification

(Through e-procurement portal)

1. The Executive Engineer-3, Solid Waste Management, is withdrawing the earlier tender notification No: EE-3/ SWM/ TEND/ 09/ 2022-23 /CALL-3, Dated 12.07.2023 and invites fresh tenders from eligible bidders for outsourcing man power service – SOLID WASTE INSPECTORS for Solid Waste Management Activities in 02 packages. The agency shall supply qualified man power to the BBMP. Two Cover Bid procedure as per Rule 28 of the KTPP Act shall be followed. The Bidders are required to submit two separate sealed covers, one containing the Earnest money deposit and the details of their capability to undertake the tender, which will be opened first and the second cover containing to the price Bid which will be opened only if the Bidder is found to be qualified.

2. Tender documents may be downloaded from Government of Karnataka Public Procurement Portal (KPPP) website https://www.kppp.karnataka.gov.in under login for Contractors: After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of IFT and download copy of the tender. The tender document can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.

3. Other details can be seen in the tender document.

TABLE

Sl No	Name of the Work	No of Manpower	EMD	Cost of bid Document	Tender Period
1	Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike-Package-1(East, Bommanahalli, Mahadevapura & RR Nagar zones)	110	7.31	As per KPP **portal**	12 months
2	Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike-	105	7.00	As per KPP **portal**	12 months

	Package-2(South, West, Dasarahalli & Yelahanka zones)				

Calendar of events:

- Last Date for receipt of Tenders on 20.07.2023 upto 4.00 p.m.
- Last date for uploading queries on 17.07.2023 upto 2.00 p.m.
- Pre-Bid Meeting on 17.07.2023 at 3:00 p.m at office of the Executive Engineer-3, Solid Waste Management, Dasappa hospital compound, N.R Road, Bengaluru-560002,
- Date of Opening of Technical bids are on 21.07.2023 by 4.30 p.m. or next working day.
- Opening of financial bids will be intimated to technically qualified bidders.

General Conditions:

1. Any reputed firms/ Companies /Company registered under Companies Act 1956 are eligible to apply.
2. The Bruhat Bengaluru Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.
3. The Tender shall remain valid for 180 days from the last date of Submission of the tender.
4. The intending Service providers are requested to note that they should abide by the detailed instructions and conditions contained in the Standard Tender documents.
5. Further details with respect to this tender can be obtained from the office of the undersigned on all working days between 10.00 A.M. & 5.00 P.M.
6. Corrigendum/modification/corrections, if any, will be published in the Karnataka Public Procurement Portal website only.

Sd/-
Executive Engineer-3
Solid Waste Management
Bruhat Bengaluru Mahanagara Palike

SECTION 2:

SCOPE OF WORK

The Bidder is required to supply manpower on monthly remuneration like Solid Waste Inspectors to BBMP, 215 numbers in 2 packages that is package 1 - 110 Solid Waste Inspectors & package 2 - 105 Solid Waste Inspectors, which can be increased or decreased during the tenure of the contract to an extent of 25%

The staff will be on the rolls of the Service Provider herein after referred as “SP” and shall not have any claim for continuation in Bruhat Bengaluru Mahanagara Palike herein after referred to as “BBMP”, and SP shall be liable to comply with all the requirements of laws of the land and rules/regulations of BBMP and government of Karnataka and India.

The additional requirement of a short period to meet the Peak Operational Requirement if any, on day to day basis is also to be met with at the same rate quoted for regular work.

SECTION 3:

INSTRUCTIONS TO TENDERERS

Clause.1: BBMP invites tenders from eligible bidders for outsourcing man power service – SOLID WASTE INSPECTORS for Solid Waste Management Activities.

Clause.2: The Service Providers should not have been blacklisted by any Government organization/Semi Government/ULBs in Karnataka for any reason whatsoever.

Clause.3: Each Service Provider shall submit only one bid for each package & maximum of only one package will be awarded to one bidder.

Clause.4: The Service Provider shall be responsible for all the costs associated with the preparation and submission of Bids.

Clause.5: The Bids shall remain valid for a period not less than 180 days after the date of opening of Bids. A Bid with a validity of less than 180 days shall be treated as non-responsive. If a Bidder withdraws his Bid during the validity of the Bid, his Bid Security shall be forfeited.

Clause.6: At any time prior to the date and time of submission of the Bids, the Employer may issue any amendments to this Bid document.

Clause.7: Earnest Money Deposit (EMD)

7.1. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 7.6.

7.2. The Bid Security (Rs. 7.31 Lakhs for package -1 & 7.00 Lakhs for package -2) shall be denominated in Indian Rupees and shall be paid in the KPP portal using the following payment modes:

- Credit Card.
- Direct Debit.
- National Electronic Funds Transfer (NEFT)

7.3. Confirmation of receipt of EMD in BBMP pool will be verified. If found that an acceptable EMD is not received as indicated above the Bid shall be rejected by the Purchaser as Non - responsive.

7.4. Unsuccessful Bidder's EMD will be refunded as promptly as possible as but not later than 30 days after the expiration of the period of Bid validity prescribed by the Purchaser, pursuant to ITT Clause No 4.

7.5. The successful Bidder's EMD will be refunded upon the Bidder signing the Contract, pursuant to Section 10 and furnishing the performance security, pursuant to Section 10.

7.6. The Bid may be forfeited:

(a) if a Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

(b) in case of a successful Bidder, if the Bidder fails:

(i) To sign the Contract in accordance with Section 10.

(ii) To furnish performance security in accordance with Section 10.

Clause.8: Qualification Information:

8.1. The Service Provider shall provide qualification information which shall include:

(a) Details of the Service Provider in the Format at Annexure 1;

(b) Attested copy of Certificate of registration in the Labour Department;

(c) Attested copy Certificate of registration in the Provident Fund Organizations;

(d) Attested copy of the Certificate of registration in the Service Tax Department;

(e) Attested copy of the Income Tax return filed by the Service Provider for the last three years (Fy 2019-20, 2020-21 & 2021-22) in the Income Tax Department and the clearances received if any;

(f) Attested copy of the Balance sheet of the Service Provider for the last three years (Fy 2019-20, 2020-21 & 2021-22) prepared and audited by a Chartered Accountant;

(g) Certificate by Chartered Accountant for the Annual Turnover relating to providing outsourced personnel for the last three years (Fy 2019-20, 2020-21 & 2021-22).

(h) Details of past performance (minimum two years of continuous experience in last five years) on services of similar nature (technical man power) executed by the Service Provider in any of the Government organization/Semi Government/ULBs. The certificate must be obtained from the officer not below the rank of Executive Engineer in the format hereunder (provide documents in support of the claim).

Sl. No	Name of the Service Contract	Name of the Employer	Number of technical persons deployed	Value of Contract	Date of commencement of contract	Date of Completion of contract	Attach certificate of satisfactory completion of contracts

(i) Certificate from the Banker (Unconditional) that the bidder has liquid financial resources of not less than Rs. 162.48 lakhs for package-1 & Rs. 155.10 lakhs for package-2.

(j) True copy of Professional tax registration certificate.

8.2. To qualify for award of this contract, the Service Provider should have;

(a) Agency should have at least Rs. 974.92 lakhs for package-1 & Rs. 930.60 lakhs for package-2 annual turnover per annum during last three years (Fy 2019-20, 2020-21 & 2021-22). (Group/ sister/ parent companies will not be considered for meeting this qualification). Copy of the same to be submitted.

(b) The current registrations in the Labour, PF, ESI, Service Tax organizations & with any other authority as required under existing laws.

(c) Should have satisfactorily completed or currently providing personnel employing (Technical manpower) at least 110 numbers for package-1 & 105 numbers for package-2 to various ULB's Or any State/Central Government/PSU's.

(d) Liquid financial resources of not less than Rs. 162.48 lakhs for package-1 & Rs. 155.10 lakhs for package-2. This should be supported by a certificate from any Nationalized / Scheduled Bank.

(e) Self-declared certification regarding not having been blacklisted.

Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

(f) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(g) record of poor performance such as abandoning the works, and not properly completing the contract, incordinate delays in completion, litigation history, or financial failures etc; and/or

(h) Participated in the previous tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

(i)

8.3. The Service Provider should provide all the required qualification information listed above to prove that the Service Provider meets the minimum qualification requirement. Bids of Service Providers who do not furnish the above information or do not meet the stipulated qualifications will be treated as non-responsive.

Clause.9: The Bid containing the information as given in clause-8 above should have the following information:

(a) Name and address of the Service Provider;
(b) Contact person and phone number;
(c) "Bid for providing services of Solid Waste Inspectorsto BBMP".

Clause.10: Date of uploading the Bid:

10.1. The Bid should be uploaded before 16.00 hours (IST) on 20.07.2023 by online. Submission in any other form will not be acceptable.

10.2. The Executive Engineer-3, SWM may extend the deadline for submission of Bids by issue of an addendum;

10.3. A pre-bid conference would be held in the office of Executive Engineer-3, Solid Waste Management, Dasappa hospital compound, N.R Road, Bengaluru-560002 at 4.00 PM **on** 17.07.2023 wherein the prospective bidders would be briefed about the qualification requirements as well as other bid requirements. Clarification would be provided on any issues raised by the prospective bidders or their authorized representatives. Minutes would be prepared and will be uploaded in Karnataka public procurement portal. Amendments, if required would be issued and circulated.

Clause.11: Opening of the Bids and clarifications:

11.1. The Executive Engineer-3 or his authorized representative will open the technical bids in Executive Engineer-3, SWM, Dasappa Hospital premises, N R Road, Bengaluru-02 on 21.07.2023 at 16.30 Hrs in the presence of the Service Providers or their authorized representatives, who may wish to be present.

11.2. To facilitate evaluation of the bids, the Executive Engineer-3, SWM BBMP may at his\her sole discretion seek clarification in writing from any Service Provider regarding his proposal;

Clause.12: Evaluation and award of contract:

12.1. The Bids would be checked for their responsiveness by review of the qualification information as requested in Clause 8 above. Bidder should quote keeping in mind statutory obligations and shall quote the service charges. Among the participated bidders who quote lowest service charge will be consider as successful bidder. The financial bids will be opened in the numerological order of the package numbers. If bidder is successful in P-1 then other package quoted by him will be opened and if he becomes the Lowest Bidder, then the Employer may negotiate with L2 of that package

to provide services on L1 rate or below for the said package. The service provider does not have any option to select the package(s).

12.2. If already providing services in two or more departments in BBMP, then such service providers would be in eligible

12.3. In case of discrepancy between rates in figure and words, the lower one will be considered for evaluation. The same shall be binding on the bidder.

12.4. In case the evaluated bid amount of two or more Service Providers are the same, the evaluation will be done based on the following criteria, first (a) then if required based on (b):

a) Aggregate turnover of three financial years under consideration, i.e., 2019 – 2022.

b) Aggregate personnel employed during three financial years under consideration, i.e., 2019 – 2022.

The higher or highest as applicable shall be considered as the preferred service provider.

Clause.13: In the event of acceptance of the bid of Preferred Service Provider Executive Engineer 3, SWM may declare the Preferred Service Provider as the Successful Service Provider. Executive Engineer 3, SWM shall notify the Successful Service Provider through a Letter of Award in the format given in Annexure 3, that its bid has been accepted and ask the Service provider to submit **Performance Security of 5% of the contract value** in the form of Bank Guarantee drawn on any Nationalized/Scheduled Bank in favour of Executive Engineer 3, SWM, BBMP, payable at Bengaluru within 7 days of the issue of Letter of Award and also execute the Agreement in the Format given in Annexure 4.

Clause.14: Failure of the Successful Service Provider to provide the Performance Security or to execute the Agreement within the specified period shall constitute sufficient grounds for the annulment of the Letter of Award and forfeiture of the bid security. In such an event Executive Engineer-3, SWM, BBMP reserves the right to:

(a) Either issue the letter of award to the next lowest responsive and qualified Service Provider after negotiations if need be; or

(b) Take up such measures as may be deemed fit at his/her sole discretion, including annulment of the Biding process.

Clause.15: Notwithstanding anything contained in this bid document-3, SWM reserves the right to accept or reject any bid or to annul the Biding process or reject all bids, at any time without liability or any obligation for such rejection or annulment, without assigning any reason thereof.

PREPARATION OF BID

1. Language of Bid

1.1. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged should be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language (Kannada) provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

2. Documents Comprising the Bid

2.1. The bid prepared by the bidder shall comprise the following components:

(a) A bid form and price schedule completed in accordance with terms and conditions.

(b) The documentary evidence to establish the bidder is eligible to bid and is qualified to perform the contract if their bid is accepted

(c) Documentary evidence to establish the ancillary services to be supplied by the bidder shall conform to the bidding documents

(d) Bid security deposit furnished in accordance with the terms and conditions.

3. Bid Form

3.1 Hard copies including original will have to be provided at the time of the Technical evaluation as per the request.

3.2 Technical details should be submitted along with documentary proof otherwise evaluation will be done ignoring that item is not available. This format should not be changed in any manner. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.3 Bidders shall furnish all the documents as specified in tender document. The bidders should send the entire bid documents i.e., complete tender document duly signed and stamped including all Annexure, bid form etc., as acceptance of all terms and conditions.

3.4 Rates should be quoted in the Annexure for Fees Structure for Supply of Manpower (Financial bid) This format should not be changed in any manner Additional/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.5 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid Documents, failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid

Document in every respect will be at the bidder's risk and may result in rejection of the Bid.

3.6 At any time, prior to the date of submission of bid/ BBMP may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

3.7 The amendments shall be notified in Karnataka public procurement portal only and these amendments will be binding on them.

3.8 Bid security of unsuccessful bidders shall be returned after the tender awarded and accepted by the successful bidder.

4. Bid Prices

4.1 The supplier shall quote Service charges excluding GST. GST we will be paid separately as per Prevailing rates.

4.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4.3 The contract period is for 1 year. It may be extended for one or two more years based on the performance of the Service provider and on mutual consent.

5. Bid Currencies.
Prices shall be quoted in Indian rupees only.

6. Documents establishing bidder's eligibility and qualifications

6.1. The Bidder shall furnish, as part of its bid documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

6.2. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the BBMP satisfactions.

(a) That the bidder has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements. To this end, all bids submitted shall include the following information;

(i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc

(ii) Experience or Performance certificate/ Work done certificate from the Govt / PSU: Minimum 2 continuous years (24 Months) in any last five financial years (Certificates should be issued by the officer not below the rank of Executive Engineer) [Note: The certificate should clearly mention the number of Technical man power supplied and annual contract amount] and details of current contracts in hand and other commitments.

7. Format and Signing of Bid

7.1. Bidder shall submit the Bid electronically before the submission date and time published in Karnataka public procurement portal.

SUBMISSION OF BIDS

8. Deadline for submission of bids

8.1. Bidder shall submit the Bid through e-procurement only before the submission date and time published.

8.2. The BBMP may extend the deadline for submission of bids by issuing an amendment, which in case all rights and obligations of the BBMP and the Bidders previously subject to the original deadline will then be subject to the new deadline.

9. Late Bids

9.1. In online e-procurement system, Bidder shall not be able to submit the bid after the bid submission time and date as the icon or the task in the Karnataka public procurement portal will not be available.

10. Modification and Withdrawal of Bids

10.1. Bidder has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.

10.2. The Bidder may withdraw their Bid before the notified last date and time of Bid submission.

11. Bid validity

11.1. The bids shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as non-responsive.

11.2. A bidder accepting the request of BBMP for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify their bid.

BID EVALUATION

12. Process to be confidential

12.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by the Bidder to influence the BBMP's processing of Bids or award decisions may result in the rejection of their Bid.

13. Clarification of Bids

13.1. During evaluation of Bids, BBMP may, at their discretion, ask any Bidder for clarification of their Bids, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

14. Preliminary Examination

14.1. Prior to the detailed evaluation of Bids, the BBMP will determine whether each bid; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Bid documents.

14.2. A bid determined as not substantially responsive will be rejected by the BBMP and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

15. Evaluation and Comparison of Bids.

15.1. BBMP will evaluate and compare only the bids determined to be substantially responsive.

15.2. If there is a discrepancy, between words and figures and amount in words shall prevail. Prior to detailed evaluation, BBMP will determine the substantial responsiveness of each bid to the bid documents. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without any material deviation. A bid determined as non-responsive will be rejected by BBMP.

16. Contacting BBMP

16.1. No bidder shall contact BBMP on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

16.2. Any effort by a bidder to influence BBMP in bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

AWARD OF CONTRACT

17. Duration / Period of Contract

17.1. The contract will be awarded for 1 (One) year (12 months) and may be extended by one or two year based on the performance.

18. Award of Contract

18.1. BBMP shall consider placement of letter of Acceptance to those bidders (in duplicate) whose offers have been found acceptable. The bidders shall return one copy of the LOA in token of their acceptance along with the performance security and as per format shown in bid document within three days.

19. BBMP reserves right to vary quantities at time of award

19.1. BBMP reserve the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in charges.

20. BBMP reserves right to accept any bid and to reject any or bids

20.1. BBMP shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BBMP.

21. Performance Security

21.1. The successful bidder shall be required to deposit an amount of an equivalent to 5% of the total value of the contract (Payment released by BBMP for 12 months) within one week of conveying BBMP, intention for accepting the bid as performance security.

21.2. Performance Security shall be submitted in the form of demand draft issued by a Nationalized Bank other than co-op banks /unconditional Bank Guarantee in the Performa of the bid document. The performance security does not bear or earn any interest.

21.3. Performance Security will be discharged after completion of service provider's performance obligations under the contract.

21.4. If the service provider fails or neglects any of their obligations under the contract it shall be lawful for BBMP to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

22. Signing of contract

22.1. Signing of Agreement shall constitute the award of contract on the bidder.
22.2. Upon furnishing the Performance Security by the successful bidder, BBMP shall discharge their bid security.

23. Annulment of Award

23.1. Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BBMP may make the award to any other bidder at the discretion of BBMP or call for new bids.

24. Terms of payment

24.1. The payment shall be made within 15 working days from the date of receipt of bill.
24.2. The service provider must submit bills based on the biometric attendance of sanitary inspectors certified by AEE (SWM)s of divisions on or before 5th of every month.
24.3. SP shall transfer this to SWI a/c through RTGS within 48 hours of receipt of funds.

25. Termination of Contract

25.1. In case of any default by the service provider and in any of the terms & conditions (whether General, special statutory), BBMP may without prejudice to any other right/ remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one months notice in writing to the service provider.

25.2. All instructions, notice and communications etc., under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post these would have been delivered to the service provider.

25.3. Notwithstanding anything contained herein BBMP also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

26. Termination for Insolvency

26.1. BBMP may also give in writing notice and without compensation to the service provider terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

27. Insurance

27.1. The insurance cover protecting the agency against all claims applicable under the workmen's compensation ACT 1948 and other statutory laws shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any person deployed by him even for short duration. In the event of any liability / claim failing on BBMP the same shall be reimbursed / indemnified by the service provider.

28. Prices

28.1. The rate quoted will be inclusive of all components including GST component, which will have to be charged as per prevailing rules.

29. Price revision

29.1. No escalation is admissible on any account what-so-ever during the contract period.

30. Force Majeure

30.1. If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notices of happenings, of any such eventuality is given by either part to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after which an event may come to an end or cease to exist, and the decision of BBMP as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such even for a period exceeding 60 days either part may, at their option terminate the contract.

31. Arbitration

31.1. In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically

provided under this agreement), the same shall be referred to sole arbitration of the Chief Commissioner of BBMP or any other person appointed by him. In case their designation is changed or their office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Commissioner or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates their office on resignation or otherwise or refuses to do work or neglecting their work or being unable to act as Arbitrator for any reasons, whatsoever, the Chief Commissioner of BBMP shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BBMP or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of their duties as a BBMP employee he has expressed their views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and conciliation Act 1996, or any statutory modification or re-enactment three of any rules made thereof.

31.2. The venue of Arbitration proceedings shall be Office of DC (Admin), 1st floor, NR Square, BBMP, Bengaluru or such other place as the arbitrator may decide.

31.3. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award Subject to aforesaid arbitration and conciliation Act 1996, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings this clause.

32. Set off (Recovery of Sum Due)

32.1. Any sum of money due and payable to the Service Provider (including bid security deposit refundable to him) under this contract may be appropriated by BBMP and set off the same against any claim of BBMP for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BBMP.

32.2. In the event said security deposit/performance guarantee being insufficient the balance of total amount recoverable, as the case may be shall be deducted from any sum of due to the Service Provider under this or any other contract with BBMP should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to BBMP on demand the balance amount, if any, due to BBMP within 30 days of the demand by BBMP.

32.3. If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good, the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

33. Other Statutory Obligations and General Terms & Condition

1. Service provider here in after called “SP” shall be incorporated under the companies Act of 1956 adhering to all State / Central Government laws / Acts under contract Labor Laws
2. Service provider will obtain necessary specific License from the Labour Department / Inspector of Factories / Shops / Labour for undertaking service Contracts.

3. If the service contract continues beyond the period of 12 months, then the SP shall have to renew the license/contract.
4. SP shall comply with all terms / obligations including record maintenance as per contract Labor (Regulation and Abolition) Act, 1970 and Workmen's Compensation Act.
5. Wages / Salaries will be as per the pay structure shown in the tender document. If the SP do not adhere to the pay structure, the BBMP shall reserve the right to deduct the such amount payable to the SP that fall short of the pay structure and pay directly to such of the persons to whom such short amount was paid by the SP.
6. SP shall open an ESCROW account with initial deposit of amount equivalent to minimum 2 months salary to be paid. From wherein the salary to be credited to respective employees account. The bill amount from BBMP will be transferred to this account only & from the same account the monthly salary should be credited. Only the amount excess to salary to be paid shall be allowed to be drawn from this account. An agreement with banker to this effect should be carried out to ensure timely payment of salaries.
7. SP should provide sincere and dedicated staff and ensure that the staffs possess prescribed qualification and experiences in sanitary work. Preference shall be given to those who have worked in ULB with good for performance track record.
8. The candidate should be 21 years and above and be well versed in Kannada and English for the outsourced services.
9. The staff engaged by the SP should be courteous, well mannered and with clear antecedents.
10. Proposed name, address and telephone number of the staff, who will attend the duties will have to be furnished with the agreement entered, into after verification of the same.
11. The SP shall not change the staff frequently, any Change without the consent of Respective Zonal Addiditional / Joint Commissioner, No attendance and no payment will be made for the same.
12. The SP alone will be responsible for payment of gratuity, contribution towards PF and other benefits as per Labor laws and the BBMP shall not be liable for any claims or disputes.
13. The SP shall be liable for all violations of laws, rules and regulations.
14. The staff of the SP shall not have any claim for continuation in BBMP and SP shall be liable to comply with all the requirement of laws. The BBMP will not provide any residential or transport facility.
15. The monthly rate will be calculated on the basis of the number of days of actual deployment.
16. The zonal AC (F) / CAO to deduct income tax and other taxes as applicable and as per the existing rules, Act(s) and notification from time to time.
17. The SP shall make necessary and prompt arrangement of alternative staff in case the staff engaged proceeds on leave for more than 7 days. The data regarding the staff engaged / changed / withdrawn should be linked and updated to the BBMP data base on daily basis, 24X7 as per RTI provisions.
18. In the event of default on part of the SP to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SP / Firm at the risk and cost of the defaulting SP / Firm.
19. If at any point of time during the currency of contract, BBMP finds that the services rendered by the SP are found unsatisfactory, it will be at liberty to obtain the services from alternative source at the risk and cost of SP.
20. The personnel are employees of SP and will be subject to their overall control and superintendence and they are not subjected to any rules, regulations and service conditions of the BBMP.

21. The BBMP shall pay to the SP for their services under this agreement on monthly basis, for supply of staff/job, the charges inclusive of service tax as applicable from time to time. The SP shall submit a tax invoice inclusive of service tax for securing each such payment and the BBMP shall ensure that payment is arranged within 15 working days of the submission of the tax invoice. Responsibility of payment of service tax to the concerned authorities shall lie with the SP. However, proof of such payment to be furnished to the BBMP respective Assistant Controller Finance (ACF) of zones for records.
22. Notwithstanding anything contained in this tender, the SP shall be liable for any loss / damage, delay or acceptance of whatsoever nature whether direct or indirect or which have occurred / resulted solely from the negligence, gross negligence or willful default of the SP or their employees or agents employed by them in connection with the contract.
23. The SP will not do or permit to be done anything, which might cause any breach or infringement of the laws and regulations.
24. If the SP fails to meet the obligations under this agreement for any reasons within the control of SP, the BBMP may give notice to the SP of the default, requiring them to rectify/remedy it as soon as practically possible. In the event that the SP fails to rectify/remedy within 2 days, to the satisfaction of the BBMP, the BBMP shall be entitled to terminate the Agreement with immediate effect by notice in writing at risk and cost of the SP.
25. Any notice to be given by either party to the other party shall be in writing may be sent by E-mail, Fax, registered post of by personnel service with due acknowledgment.
26. The address of the parties for service of such communication shall be as intimated in writing from time to time.
27. Zonal Joint Commissioner's shall have the right to instruct in writing to the SP to remove any person engaged for rendering services on account of misconduct or not found co-operative or unfit otherwise.
28. The SP shall supply to each of the workers engaged by him a valid identity card as prescribed by SWM Cell. The identity card so supplied shall bear the worker's name, designation, signature and attested copy of photograph, age and blood group. The SP shall ensure that this employees always carry with them their valid identity card while on duty. The workers may not be permitted to perform the work in case they do not carry the valid identity cards.
29. The SP not to take any action in relation to handling their employees as may adversely affect the existing labour relations of the company and cause dispute and unrest of the employees of the company. If he does so, he is liable to pay damages to BBMP.
30. It is expressly understood and agreed by and between SP and BBMP that, BBMP. is entering into this agreement solely on its own behalf and not on behalf of any other person or entity, in particular, it is expressly understood and agreed that the Government of Karnataka or Government of India is not a party to this agreement and has no liabilities, obligation of rights hereunder. It is expressly understood and agreed that BBMP is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of contract law. The SP expressly agrees, acknowledges and understands that BBMP is not an agent, representative or delegate of the Government of Karnataka or Government of India and Governments and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.
31. The SP shall also comply with all necessary provision under the relevant Acts, Rules and Regulations and liable to pay for damages arising due to non compliance and shall be bound to bear the cost of defence of every suit, action for other legal proceedings that might be brought to any person for injury sustained due to non

compliance of the above provisions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the SP be paid in connection with any compromise or claims by such person.

32. The SP or their employees shall not carry any hazardous explosives, ammunitions or engage in any anti social activities, The SP shall not deploy terrorists, convicts etc., in BBMP and it will be the sole responsibility of the SP to verify the antecedents of the manpower engaged by them. The Consortium office shall not assume any responsibility or liability for violations of the Law.
33. The employees of the Service Provider will be entitled for casual leave of one day for every month, totaling to 12 days per annum. Any other types of leaves applicable to regular/contract employees of BBMP will not be applicable to these employees.
34. This appointment through agency shall not be construed as an appointment in any regular scale of pay or shall not be intended to give rise to any claims whatsoever as to appointment on permanent basis etc., in BBMP.
35. The staff supplied by the SP shall perform their duties diligently and maintain due secrecy in respect of confidential information which he may come to know in the course of their duties.
36. The staff / workmen so engaged in the contract shall not divulge any information to anybody or matter concerning the decision of the Board / Committee/DP etc.,
37. The manpower engaged by the SP shall at all time take steps to ensure and protect the interest of BBMP and render professional services with utmost integrity, interest, honesty, devotion and diligence.
38. The SP shall furnish to EE-3 office copies of various returns submitted to the labour Authorities like PF etc., along with monthly bills. Also a signed copy of pay slips of all staff deployed to BBMP to be submitted with monthly bills as proof of payment to staff so paid by the BBMP. Monthly statements showing PF of each staff along with PF & nos. to be attached and a copy of deduction statement showing PF shall be given to employees every month.
39. The SP shall indemnify and hold harmless the BBMP against any and all claims, demands and / or judgments of any nature brought against the BBMP arising out of the services by the Service Provider and its staff under the contract, The obligation under this Clause shall survive the termination of the Contract.
40. In this tender document the works of company and client means BBMP only, Further Agency and Firm means the Service Provider (SP)
41. The tenders will be evaluated based on the evaluation criteria shown in the tender.
42. The successful SP will have to furnish performance security amounting to 5% of the contract value in the form of Bank guarantee (BG) from any scheduled bank other than co-operative banks, which will not bear or earn any interest in the name of Chief Commissioner, BBMP.
43. During the tenure of the contract, BBMP reserves the right to either increase or decrease the no of staff.
44. The contractor shall not assign this contract or sub-contract any portion without BBMP prior written consent.
45. BBMP desires to award the work to the agency having at least one satisfactory service certificate from Govt./PSU clients, however, if no such party is found in the process, BBMP will be at discretion to select Service Provider with no experience of Govt. / PSU clients, Bidder may send their bids accordingly.
46. No near relatives of the officials employed in BBMP are eligible to bid this tender.
47. The SP should have experience of providing the similar services such as Technical Manpower supply services to at least one Govt. organizations, Departments and PSU clients. Experience of providing security related manpower will not be considered.
48. The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents,

personal details such as names of parents, address (temporary and permanent) and telephone number if available for record by the Employer.

49. The persons so deployed shall not be below 21 years and not above 45 years. They will perform their duties to the satisfaction of the Employer. A representative of the Service Provider will report at least once in a month to the Employer or his representative at least once in a month for co-ordination with the Employer.
50. The personnel deployed by the Service Provider shall be covered as per applicable act and rules under the Minimum wages act ESI, PF, Gratuity and Bonus.
51. The service provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.
52. After deducting the applicable employee's contribution of PF (present rate 12%), and professional tax if any. The payment to the personnel should be made only by account payee cheques within fifth day of the next month for which the payment is due. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.
53. The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate 13.00%) and professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.
54. The Service Provider shall submit his invoice for the month before the fifth of the next month. The invoice shall give the following details:
    1. Salary for the personnel based on attendance (computed at the quoted rate per month of 30 days less the employees contributed of (PF) supported by biometric attendance sheet.
    2. Employees contribution of PF supported with proof of having deposited the same with the appropriate authorities.
    3. Employers contribution of PF supported with proof of having deposited the same with appropriate authorities.
    4. Service Providers fees computed on the total of 1 to 3 above.
    5. GST payable if any at the current rates on the total of 1 to 5 above.
55. The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner shall be furnished to each of the personnel with copy to the Employer.
56. The SP shall ensure the personnel have passed a medical examination by registered medical practitioner certifying that they are fit for duties for which they are engaged.
57. The SP shall pay the monthly remuneration to the deployed staff as per the pay structure indicated in the tender document, after deducting the statutory deductions like PF (employee contribution).
58. The SP shall issue a Service Certificate in form XV to every employee whose services have been terminated by the SP.
59. The SP shall pay to the employees the minimum rates of wages prescribed for that employment. Where the work performed by the employees is same or similar kind of work as the workmen directly employed by the principal employer , then the wage rates, holidays, hours of work and other conditions of service of the contract workmen shall be the same as are applicable to the workmen directly employed by the BBMP on the same or similar kind of work.

    Wages to the workmen shall be paid without any deductions of any kind except those permissible under Payment of Wages Act, 1936.
60. The SP has to send a half-yearly return in form XXIV in duplicate to the Licensing officer not later than 30days from the close of half year(1st January and 1st July every year)
61. The SP has to display an abstract of the Act and Rules in English and Kannada and also in the language spoken by the majority of the employees.

62. The SP has to submit a return in form VI-A to the Inspector intimating the actual dates of the commencement and completion of contract work within 15 days as the case may be.
63. The license shall be displayed by the SP prominently at the place of work
64. The SP shall maintain personal register of each employee.
65. In case of delay in the release of payment to the Bidder, SP should make payment to the staffs towards their own internal sources atleast for the period of three-month (Liquid Cash Balance) amount should be maintained in the bank.
66. The Service Provider shall be liable to the orders / Notifications / Circulars with regard to contract labours under the different labour acts which have been notified by the Government.

34. Mode of Monthly payment

34.1.1. All the zonal AEEs through their SE's shall submit the non-performance certificates of staff indicating the salary deduction recommended if any to the Head Office/SP on or before 30th of every month.

34.1.2. The SP shall submit the salary bill of staff to this office on or before 5th of every month along with AEE(SWM) certified Biometric attendance of sanitary inspectors.

34.1.3. This office shall after due verification of bill submitted by the SP make monthly payment to the SP through ECS only on or before 20th of every month.

34.1.4. The monthly salary to the outsourced staffs shall be made through the electronic clearance system (ECS) by the SP on or before 5th of every month.

34.1.5. In case of default in payment, the zonal AEEs/SEs concerned shall immediately write to this office about the non-payment and in turn authority shall issue a show cause notice to the SP regarding the default which shall be redressed within next 48 hours.

34.1.6. The authority shall ensure all statutory deductions like PF, tax etc., before making the payment to the SP every month through ECS.

SECTION 4:

Name of work: **Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike.**

Qualification of Staff

S.No	Post	Requirement		
		Qualification	**Skill Set**	**Experience**
1.	Solid Waste Inspectors	Diploma in Health & Sanitation or Sanitary Health Inspectors (Minimum second Class) with certification in Basic Computer Knowledge from recognized institution.	Proficiency in English, Kannada typing and use of Computer Working knowledge in use MS Office (word, excel & PowerPoint)	Experience in working for ULB. (Preference shall be given to those who have already worked in ULB, with good performance track record) Fresher's are also to be considered in case of non availability

SECTION 5:

Name of work: Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike.

Pay Structure

Sl. no	Name of the post	Basic pay + VDA	Employee's contribution	Employer's share	Travel Allowance	Total Salary (=3+5+6)	PT	Net payable (=7-4-5-8)
			PF 12% p.m	PF 13.00% p.m				
1	2	3	# 4	5	6	7	8	9
1	Solid waste inspector	23500	1800.00	1950.00	3000.00	28450	200	24500

Note:

1. Column #4 are payable from Employee Share.
2. Salaries shall not be less than the Wages fixed in accordance with minimum wages act as above.

SECTION 6:

Form Of Bid

To,

Executive Engineer-3 (SWM)
Bruhat Bengaluru Mahanagara Palike
Bengaluru-560002

Name of work: Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike.

Tender No: /_____/Package No. ---------- dated-----

Dear Sir,

1. I/We, the undersigned (hereinafter called The Bidder having read & examined all the Sections i.e., Statutory obligations and General Term & Conditions Manpower requirements etc in connection with the above mentioned works offer to execute and complete the whole of the said work as awarded to us, in conformity with the terms and conditions and as per Agreement.
2. I / We, hereby submit our bid and undertake to keep our bid for above work valid for a period of 180 days from the date of opening of bid. We hereby further undertake during he said period I/we shall not vary/alter or revoke my/our bid.
3. Until an agreement is prepared an executed, this offer together with our written acceptance thereof, shall constitute a binding contract between us. We understand that BBMP is not bound to accept the lowest of any offer it may receive. If our offer is accepted, we undertake to complete the whole of the said work as warded to us within the time stated herein.
4. If our bid is accepted, we will submit as performance security sum of equivalent to 10% of the total value of the contract (Payment released by BBMP for 12 months).
5. We will supply the dedicated staff to perform the assigned work diligently and ensure 100% accuracy and timelines at all time.
6. We will forward the payroll sheet to you which will ensure 100% transparency in our dealing.
7. We shall indemnify and hold harmless the Consortium against any and all claims, demands and / or judgments of any nature brought against the Consortium arising out of the Services of our staff deployed under the contract.
8. The particulars of our Organization & other relevant details/supporting documents are enclosed.

Signed----------

In the Capacity of ----------

Duly authorized to sign offers for and behalf of

Bidder's name----------
Designation----------
Phone no----------

Technical Bid

Name of work: Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike.

Tender ref: Date:

To be filled in by the bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder along with Contact details	
2.	Tick as applicable 1) Bidder has their office and business establishment in City of Bengaluru 2) a) Annual turn over of the bidder shall not be less than Rs. 974.92 lakhs for package-1 & Rs. 930.60 lakhs for package-2 annual turnover per annum during last three years (Fy 2019-20, 2020-21 & 2021-22).. However the bidder/service provider should have executed similar project /services to the extent of Rs. 488.00 lakhs for package-1 & Rs. 466.00 lakhs for package-2 in each of the past three financial years i.e. 2019-20, 2020-21 & 2021-22. Documentary evidence should be provided to the above effect. b) Bidder has minimum two years i.e. 2020-21 & 2021-22 of preceding continuous experience as TECHNICAL MANPOWER SUPPLYING AGENCY with PSU/Central Govt. / Stage govt/ULBs. 3) Is your concern incorporated under the Companies Act of 1956. 4) Do you have a specific license from the Labour Department/Inspector of Factories/Shops/Labour for undertaking service contracts 5) Registration / Allotment no of ESI 6) Registration / Allotment no of EPF 7) Details of Records Maintenance as per Contract Labour (Regulation and Abolition) Act. 1970. 8) Any system for verification of antecedents of candidates available. 9) Any scheme of insurance coverage prevalent for manpower supplied under service contract. 10) Any other social security scheme 11) Satisfactory service certificate from Govt/PSU clients. (Attach proof of all above items)	Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No
3.	Income tax Permanent account Number (PAN): (Attach proof of allotment, it should be allotted to the bidder PAN No……	Yes/No
4.	Whether Income Tax returns filed for the past 3 years i.e., for the year 2019-20, 2020-21 & 2021-22 (attach proof)	Yes/No
5.	Service Tax Registration Number (attach proof)	Yes/No
6.	Experience or Performance certificate/ Work done certificate from the PSU/Central Govt. / State Govt: Minimum 2 continuous years (24 Months) in any last five financial years. (Certificates should be issued by the officer not below the rank of Executive Engineer) Note: The certificate should clearly mention the number of Technical man power supplied and annual contract amount.	Yes/No
7.	The Tender must have ISO.9001.2008 Quality certificate for Manpower services	Yes/No

Date Signature

Seal Designation

SECTION 7

UNDERTAKING AND CERTIFICATION OF NON-PARTICIPATION

This deed of undertaking executed on this ----- day of ----- two thousand and ---------- by (name of sole proprietor/partner/Director/authorized representative, the Firm, Company or partnership etc)---------- S/O ---------- ---------- residing at ----------on behalf of said M/s ---------- ---------- (c) having it's office at ---------- ---------- and duly authorized to sign, and verify present undertaking by the said ---------- (Name of the Firm, Company, Trust, Society etc) in favour of General Consultant to BBMP having it's Office at 1st floor, NR Square, Banaglore-560 002, Hereafter called BBMP (which terms shall mean and include its successors, administrator, heirs and assigns.

Whereas BBMP invited bids for ---------- I/We participated in the bidding process and emerged as successful bidder with respect to Tender no. ---------- I/We ---------- ---------- acknowledge that I/We ---------- have fully understood and are aware of the terms & conditions of the Tender / Contract and do hereby unequivocally and unconditionally undertake and declare that.

1. I/We ---------- shall comply with all the Rules / Regulations/ Laws/Government instructions/status etc., that are applicable / will be made applicant and or are aimed to protect the interest of the workers/employees engaged by me / us in the past and during the course of performance of the contract with BBMP.
2. I/We comply with the tender conditions.
3. I/We protect, indemnify and hold harmless BBMP and its employees, officers, directors agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
    a. Any breach violation of any direction, order from any governmental authority any provisions of the labour laws, statue or regulation that are of will be aimed to protect the interest of the workers/ laborers engaged by the service provider in pas and during the course of this contract OR.
    b. Any other payments, Claims or liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws etc. OR
    c. And other claim made by any third party in connection with any violation of any of laws, guidelines, instruction etc., in witness whereof this undertaking has caused on the ---------- Day ---------- Month of ---------- ---------- year----------

Date:
Place

Signature----------

Name----------
Designation ----------

Witness 1. ----------

2. ----------

(Certificate of Non-participation of near Relatives in the tender called for Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike) as required under Section IV.

CERTIFICATE

I ---------- S/o ---------- ----------hereby certify that none of my relative (S) are employed in BBMP, In case at any stage, it is found that the information given by me is false/incorrect, BBMP shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Service Provider

Signed
Name

Position

Date

APPENDIX IX
Format for Banker's Certificate/ Credit Lines/Letter Of Credit (On the letterhead of the Banker)

To,

_____
_____

Sir/ Madam,

Subject: Banker's Certificate/ Credit Lines/Letter Of Credit ……

RFP Ref. No. ……

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely " ……(Pkg-…)" is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …….. Lakhs to meet the working capital requirements for executing the above contract.

Name of the Bank, Senior Bank Manger with Signature

Address:…….
Banker's Signature
Name: Designation:
Seal:

Note: The certificate should be un-conditional.

SECTION 8: CRITERIA FOR EVALUATION

Name and Postal Address of the Bidder along with Contact details

S.No.	Attribute	For the use of Officers only	
		Points Allotted	**Points Obtained**
1.	Bidders shall have their registered office and business Establishment in City of Bengaluru.	If "No", reject the tender	
2.	Bidders shall be any reputed firms/ Companies /Company registered under Companies Act 1956 with existence in business with at least 10 years of experience.	If "No", reject the tender	
3.	(a) Annual turnover of the bidder shall not be less than Rs. 974.92 lakhs for package-1 & Rs. 930.60 lakhs for package-2 from Supply of Technical Manpower (which should be duly certified by chartered accountant) (b) Net worth of the company should be positive. (which should be duly certified by chartered accountant)	If "No", reject the tender	
4.	Bidder shall have minimum two years of continuous experience in SUPPLY OF TECHNICAL MANPOWER with PSU/Central Govt. / State Govt in last five years.	If no agency has two or more years of experience then preference will be given among the agency which has got maximum months of experience in PSU/Central Govt. / State Govt. However if any agency has experience less than one year the same will be rejected.	
5.	If Bidder company (Service Provider) is: a) Is your concern incorporated under the Companies Act of 1956 or has certificate of Establishment And The Tender must have ISO.9001.2008 Quality certificate for Manpower services. b) Do you have a specific license from the Labour Department / Inspector of Factories / Shops/Labour for undertaking service contract…… c) Registration / Allotment no. for ESI d) Registration / Allotment no. for EPF e) Details of Records Maintenance as per Contract Labour (Regulation and Abolition) Act, 1970---------- f) Any system for verification of antecedents of candidates available g) Any scheme of insurance coverage prevalent for manpower supplied under	a)=06 Points b)=06 Points c)=05 Points d)=05 Points e)=03 Points f)=03 Points g)=03 Points h)=02 Points	

	service contract……. h) Any other social security scheme for workers i) Satisfactory Service certificate from Govt/PSU clients (Attach proof of all above items)	i)= 08 Points	
6.	Income Tax Permanent Account Number (PAN) (attach proof of allotment, it should be allotted to the bidder.) PAN No.	Yes=03 Points No=00 Points	
7.	Whether Income Tax returns filed for the past 2 years i.e., for the 2020-21 & 2021-22 (attach proof)	2 years =03 1 year =02 Not filed =00	
8.	Service Tax Registration Number _____ (attach proof of allotment; it should be allotted to the bidder.)	Yes=03 Points No=00 Points	

Maximum points allotted ……..50 (Fifty)
(Note: The bidder who has maximum points among all the Bidders will be the Bench Mark for comparison with other Bidders. If any bidder is having less than 75% of Bench Mark, then those bidder will be may be dropped or failed to meet technical qualification criteria.

SECTION 9

FINANCIAL BID
(To be submitted online only in the slot provided in KPP Portal)

Name of work: Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike.

TENDER NO: **Dated:**

Service Charge for supply of Manpower to BBMP.

S.No.	Description	Service Charge in percentage	
		In Figure	In Word
1	Cost of Providing the services of Solid Waste Inspectors to Bruhat Bengaluru Mahanagara Palike (South, West, Dasarahalli & Yelahanka Zones) Package-2		

Signed----------

In the Capacity of ----------

Duly authorized to sign offers for and on behalf on

Bidder's Name----------
Designation……..
Phone no ……..

SECTION 10

CONTRACT AGREEMENT

This CONTRACT SERVICES AGREEMENT (hereinafter referred to as the Agreement) is executed on this ------- day of ---- by and between --------- having its registered office at -------- shall mean and include all its legal representatives, and assigns of the First Part, referred as Service Provider (SP)

AND

On behalf of Chief Commissioner, Bruhat Bengaluru Mahanagara Palike Executive Engineer-3, SWM Office located at NR Square, Hudson Circle, Bengaluru – 560002 hereinafter referred to as "BBMP" which term shall mean and include all its legal representatives, and assigns of the Second Part.

This contract agreement is valid for a period of One years, extendable depending upon the performance of the Service Provider and mutual consent by both the parties.

The BBMP shall ensure that it shall share the attendance sheet of the Contract Employees with the Contract Firm on the 1st day of every month for services performed in the previous month so as to enable the Service Provider to process the Payroll statement.

The Service Provider shall ensure that it shall prepare and forward the Payroll Sheet as per the attendance approved by the client in the time sheet on or before 3rd day of every month for services performed in the previous month.

The BBMP shall ensure that on receipt of the Payroll sheet issue a cheque in the name of the Service Provide (CONTRACT FIRM) for the aforesaid Service Provider which shall include all components of salary, contribution to employee's PF incentives etc…, and service charges of the Service Provider as agreed upon during the time of this contract. The BBMP shall deduct taxes and income taxes as TDS on the service charges by the Service Provider at prevailing market rates.

THE SERVICE PROVIDER shall charge the BBMP a service charge as per LOA dated ---- on the Gross Salary earned by all Contract Employees rolls during the period of this contract.

The SERVICE PROVIDER shall raise an invoice on BBMP for services performed in the previous month on or before 1st of every month and BBMP shall pay the amount within 7th of every month.

The BBMP agrees to pay the Contract Fee as per the invoice / Payroll statement which is payable by the BBMP within fifteen working days from the date of receipt of bill for services performed in the previous month so as to enable the Service Provider to make payment of their Contract Employees. But the SERVICE PROVIDER should make their own arrangements to pay all the staff their salary within 10th day of every month from their own sources.

The employees of the Service Provider will be entitled for only gazetted Holidays declared by BBMP and a casual leave of one day every month. Any other types of leaves enjoyed by regular / contract employees will not be applicable to these employees.

The SP shall make necessary and prompt arrangement for alternative staff in case the staff engaged proceeds on leave for more than 2 days.

The staff shall be regarded on the rolls of the SP and shall not have any claim for continuation in BBMP and SP shall be liable to comply with all the requirement of laws.

In the event of default on part of the SP to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SP / Firm at the risk and cost of the defaulting SP / Firm.

The employees of the Service Provider shall diligently follow the instruction of senior officers and authorities under whom they are posted from time to time and will ensure service deliverables as required by them.

The employees of the agency may be required to attend office beyond office hours of on holidays as and when there is need for such work and such employees will be given leave of the total extra hours worked and in no circumstances any extra payment will be made on this account.

It will be the liability of the agency of for all loss or damages caused by the employees of the Service Provider out of their actions, default or negligence.

BBMP shall have the right to instruct the SP to remove any person engaged for rendering services on account of unauthorized absence, misconduct, non-co-operation unfit otherwise.

SERVICE PROVIDER shall ensure that its candidates have made truthful representations in their resumes SERVICE PROVDER shall ensure that it has verified the basic credentials of the candidate like education, experience, technical competency, salary details etc before short-listing.

The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number if available for record by the Employer.

The persons so deployed shall not be below 21 years and not above 45 years. They will perform their duties to the satisfaction of the Employer. A representative of the Service Provider will report at least once in a month to the Employer or his representative at least once in a month for co-ordination with the Employer.

The personnel deployed by the Service Provider shall be covered as per applicable act and rules under the Minimum wages act ESI, PF, Gratuity and Bonus.

The service provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.

After deducting the applicable employee's contribution of PF (present rate 12%), and professional tax if any. The payment to the personnel should be made only by account payee cheques within fifth day of the next month for which the payment is due. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate 13.00%) and professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.

The Service Provider shall submit his invoice for the month before the 5th of the next month. The invoice shall give the following details:

1. Previous Salary Paid for the personnel based on attendance (computed at the quoted rate per month of 30 days less the employees contributed of (PF) supported by attendance sheet.
2. Employees contribution of PF supported with proof of having deposited the same with the appropriate authorities for the month for which bill is being raised.
3. Employers contribution of PF supported with proof of having deposited the same with appropriate authorities for the month for which bill is being raised.
4. Biometric Attendance Sheets for the month for which bill is being raised..
5. Service Providers fees computed on the total of 1 to 3 above.
6. GST payable if any at the current rates on the total of 1 to 5 above.

The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner shall be furnished to each of the personnel with copy to the Employer.

This is a contract Services Agreement and the liability of BBMP is limited only to the payment of agreed Contract Fees as mentioned This Agreement shall not be interpreted as creating any legal relationship between BBMP and the Service Provider.

This is a full and final agreement and this agreement supersedes all prior agreement, either verbal or written, however, all Bid forms and the Statutory Obligations and General Terms & Conditions signed separately also form part of this contract, Courts at Bengaluru shall have jurisdiction over this Contract.

For (Service Provider)	For BBMP
Signature	Signature
Name Designation	Name Designation